

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of Feb. 8, 2018, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and DIVISION 5-15, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

### I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

#### **NORTH BAY REGIONAL WATER TREATMENT PLANT AIR SCOUR VALVES AND EXPANSION BELLOWS REPLACEMENT**

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by N/A  
numbered N/A  
and dated N/A.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated January 9, 2018
- d. Instructions to Bidders.
- e. Specifications consisting of:
  - 1) Special Provisions.
  - 2) City of Fairfield Standard Details and Specifications, 2017 edition.
  - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated January 23, 2018.
- g. Labor and Material Bond, dated January 23, 2018.
- h. Addendum No. 1 dated January 4, 2018.

All of said documents are intended to cooperate so that any work called for in one and not

mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

## II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **forty (40)** calendar days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated damages shall accrue separately for each occurrence listed in Paragraphs c and d (above).
- e. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

## III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**NORTH BAY REGIONAL WATER TREATMENT PLANT  
AIR SCOUR VALVES AND EXPANSION BELLOWS REPLACEMENT**

**BID SCHEDULE**

Item No.	Item of Work	Unit	Qty.	Unit Price	Total Price
1	MOBILIZATION / DEMOBILIZATION	LS	1	\$1,001.00	\$1,001.00
2	REMOVE & INSTALL CITY FURNISHED 12" BELLOWS AND FASTENERS	EA	6	\$3,000.00	\$18,000.00
3	FURNISH & REPLACE 12" AIR SCOUR VALVES AND FASTENERS	EA	8	\$7,189.25	\$57,514.00
4	ACTUATOR EXTENSION SHAFT (8 TOTAL)	AL	1	\$40,000.00	\$40,000.00
<b>TOTAL PRICE</b>					<b>\$116,515.00</b>

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF FAIRFIELD

By: Julie B. Lucero  
City Manager Director of Public Works

Contractor – Division 5-15, Inc.

By: SANDRA L. OSEMAN  
President  
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A,B,C4,C20,C23,C36,C51, C60  
b. Number: 768505  
c. Expiration Date: 09/30/2019  
FEI Number: 68-0432030